

1
2
3 BILL NO. S-76-03- 04.

4 SPECIAL ORDINANCE NO. S- 65-76

5 AN ORDINANCE approving a certain
6 bid document for purchase of
7 traffic paint.

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY
9 OF FORT WAYNE, INDIANA:

10 SECTION 1. A certain bid document Reference No. 695
11 dated January 29, 1976, between the City of Fort Wayne, by
12 and through its Mayor and the Board of Public Safety and
13 the following:

14 WILLIAM ARMSTRONG SMITH COMPANY
15 Purchase Order No. 3-32862

16 3080 Gallon (110 Drums) White Drying
17 Traffic Paint High Viscosity Non-
18 Tracking Fast. 2.79/Gallon

19 2800 Gallon (100 Drums) Yellow
20 Drying Traffic Paint High Viscosity
21 Non-Tracking Fast. 2.81/Gallon

22 PRISMO UNIVERSAL CORPORATION
23 Purchase Order No. 3-32863

24 250 Gallon (50 Pails) White Non-
25 Reflective Traffic Paint 2.64/Gallon

26 300 Gallon (60 Pails) Yellow
27 Non-Reflective Traffic Paint 2.64/Gallon

28 for the total cost of \$17,820.80, all as more particularly
29 set forth in said Bid Document Reference No. 695 and above
30 stated Purchase Order Numbers, which are on file in the Office
31 of the Department of Purchasing and are by reference incor-
32 porated herein, made a part hereof and are hereby in all
33 things ratified, confirmed and approved.

34 SECTION 2. This Ordinance shall be in full force
35 and effect from and after its passage and approval by the
Mayor.

Vivian G. Schmidt
Councilman

APPROVED AS TO FORM
AND LEGALITY, _____

[Signature]
CITY ATTORNEY

Read the first time in full and in motion by V. Schmidt, seconded by Nuckols, and duly adopted: read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on the _____ day of _____, 1976, at _____ o'clock P.M., E.S.T.

Date: 3-9-76

Charles W. Tietjen
CITY CLERK

Read the third time in full and on motion by V. Schmidt, seconded by Singer, and duly adopted, placed on its passage. Passed (Lost) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-HIT
TOTAL VOTES	<u>8</u>	<u>0</u>		<u>1</u>	
BURNS	✓				
HINGA	✓				
HUNTER				✓	
MOSES	✓				
NUCKOLS	✓				
SCHMIDT, D.	✓				
SCHMIDT, V.	✓				
STIER	✓				
TALARICO	✓				

DATE: 3-23-76

Charles W. Tietjen
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 265-76 on the 23rd day of March, 1976.

ATTEST (SEAL)

Charles W. Tietjen
CITY CLERK

James S. Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of March, 1976, at the hour of 10:00 o'clock A. M., E.S.T.

Charles W. Tietjen
CITY CLERK

Approved and signed by me this 24th day of March, 1976, at the hour of 4:30 o'clock P. M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-76-03-04

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
Approving a certain bid document for purchase of traffic paint

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance also PASS.

Vivian G. Schmidt - Chairman

William T. Hinga - Vice-Chairman

Winfield C. Moses, Jr.

John Nuckols

Samuel J. Talarico

Vivian G. Schmidt
William T. Hinga
Winfield C. Moses, Jr.
John Nuckols
Samuel J. Talarico

DATE 3-23-76 Samuel J. Talarico, CITY CLERK

Memorandum

To Board of Public Safety Date February 18, 1976
From A. C. Lord, Director of Purchases
Subject Bid Reference No. 695, Pavement Marking Material

COPIES TO:

Board of Public Safety
9th Floor - City County Building

Attention: Dick Drake

Attached are copies of the successful bidders:

William Armstrong Smith Company Purchase Order No. 3-328621

3080 Gallon (110 Drums) White Drying
Traffic Paint High Viscosity Non-
Tracking Fast. 2.76/Gallon

2800 Gallon (100 Drums) Yellow Drying
Traffic Paint High Viscosity Non-
Tracking Fast. 2.81/Gallon

Prismo Universal Corporation Purchase Order No. 3-328631

250 Gallon (50 Pails) White Non-Reflective
Traffic Paint 2.64/Gallon

300 Gallon (60 Pails) Yellow No-Reflective
Traffic Paint 2.64/Gallon

Allen County will initiate Purchase Orders for their own quantities.

Tabulation sheet is attached.



RECEIVED

FEB 19 1976

TRAFFIC ENG.

Tabulation of Bid: <u>PG-1062</u> Bid Reference No.: <u>695</u> Closing Date <u>January 29, 1976</u> Traffic Engineering	250 Gallons (5 Gallon Pails) White Reflective Premix	300 Gallons (5 Gallon Pails) Yellow Non-Reflective	(*) 9520 Gallons (30 Gallon Drums) (28 Gallons per Drum) White - High Viscosity Non-Tracking Fast Drying Pavement Marking Material	(*) 5656 Gallons (30 Gallon Drums)(28 Gallons per Drum) Yellow - High Viscos Non Tracking Fast Drying Pavement Marking Material
Equip Bond-OK A/F Attached Baltimore Paint & Chemical Corp. 2325 Hollins Ferry Road <u>NET 30</u> Baltimore, Maryland 21230 CHECK #188 <u>2700.00</u> NON-COLL-OK	<u>4.15 gal</u> if awarded items <u>3 #4 - OR add</u> <u>.40 gal</u>	<u>3.41 gal</u> if awarded items <u>3 #4 - OR add</u> <u>.40 gal</u>	<u>3.03 gal</u>	<u>3.07 gal</u>
Cataphote Corporation P. O. Box 2368 Jackson, Mississippi 39205	<u>N/B</u>			
Equip Bond-OK A/F Attached Prismo Universal Corporation 4 Research Place <u>NET 30 DAYS</u> Rockville, Maryland 20850 NON-COLL-OK (50M) BID BOND-OK	<u>2.64 gal</u>	<u>2.64 gal</u>	<u>2.77 gal</u> (*)	<u>2.88 gal</u> (*)
Equip Bond-OK A/F Attached William Armstrong Smith Company 2675 Martin Street <u>NET 30 DAYS</u> P. O. Box 90868 Atlanta, Georgia 30344 NON-COLL-OK (GAL) BID BOND-OK	<u>3.18 gal</u>	<u>3.21 gal</u>	<u>2.76 gal</u> *INCLD COUNTY REQUIREMENTS OF 6440 GAL	<u>2.81 gal</u> INCLD COUNTY REQUIREMENTS OF 2856 GAL
Smith Alsop Paints 3511 North Anthony Blvd. Fort Wayne, Indiana 46805 NON-COLL-OK BID BOND-OK				
NO A/F National Chemsearch 222 South Central Avenue <u>NET.</u> St. Louis, Missouri 63105	<u>N/B</u>			
Evans Paint Company Rossville, Indiana 46065				

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

NUMBER ONE EAST MAIN STREET

ROOM 470

FORT WAYNE, INDIANA 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

Traffic Engineering Department
Room 470 - City County Building
One Main Street - Fort Wayne, Indiana

William Armstrong Smith Company
P. O. Box 90868
East Point, Georgia 30344

DELIVER TO:-

DEPARTMENT OR DIVISION Traffic Engineering Department Operations
1710 South Lafayette Street
Fort Wayne, Indiana 46803

ADDRESS _____
CASH DISCOUNT TERMS _____ % IF PAID WITHIN _____ DAYS FROM DELIVERY AND
ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

PURCHASE ORDER NUMBER

3-32862

February 18, 1976

DATE

REF. NO.

REQ. NO.

10-i

THE ABOVE INFORMATION MUST APPEAR ON
ALL INVOICES, BILLS OF LADING, DELIVERY
TICKETS, PACKAGES AND CORRESPONDENCE.

INVOICE IN DUPLICATE.

THIS PURCHASE ORDER ISSUED BY:

DP

DEPT.

DATE
WANTED

3-1-76

APPROPRIATION
AND FUND
NUMBER

770-4-440-1

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
TAX EXEMPT (UNLESS OTHERWISE INDICATED)				
3080	Gal.	28 Gallon Drums (110 Drums) White-Drying Traffic Paint High Viscosity Non-Tracking Fast	2.76/Gal.	
2800	Gal.	28 Gal. Drums (100 Drums) Yellow-Drying Traffic Paint High Viscosity Non-Tracking Fast = Per Bid Reference No. 695 Allen County will initiate P.O.'s for their own quantities. Subject to Councilmanic Approval	2.81/Gal.	

COMPLIANCE WITH
THE DELIVERY DATE
REQUESTED WILL A-
VOID "FOLLOW UP" A-
CORRESPONDENCE.

NOTE



READ

INSTRUCTIONS ON
THE BACK OF THIS

ORDER

THE CONTRACTOR OR
VENDOR, BY ACCEPT-
ING THIS ORDER, A-
GRIES TO THE GEN-
ERAL CONDITIONS AND
TERMS OF AGREEMENT
ON THE BACK OF THIS
ORDER.

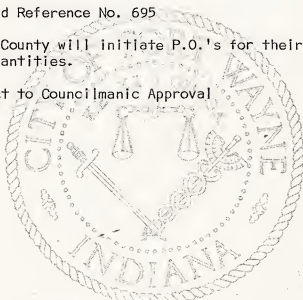
UNLESS OTHERWISE
INDICATED THE PRICES
SHOWN INCLUDE ALL
CHARGES FOR DELIV-
ERY, PACKING, ETC.
NECESSARY TO COM-
PLETE DELIVERY TO
DESTINATION SPECI-
FIED.

UNLESS OTHERWISE
INDICATED THE PRICES
SHOWN DO NOT INCLUDE
TAXES OF ANY KIND.

EXEMPTION BLANKS
WILL BE FURNISHED
WHEN NECESSARY.

IND. SALES TAX
EXEMP. CERTIF. NO.
34508

IF THIS ORDER DOES
NOT AGREE WITH YOUR
QUOTATION KINDLY
RETURN IT WITH AN
EXPLANATION.



XXXXXXXXXXXXXXXXXXXX MAYOR

RW/gb

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED
BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE
EXPENDITURE THEREFOR HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER
IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON
FILE IN THIS OFFICE.

W. G. Schnitzer
City Controller

A. C. Lord
Director of Purchases

Per

Per

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES
NUMBER ONE EAST MAIN STREET
ROOM 470
FORT WAYNE, INDIANA 46802

PURCHASE ORDER NUMBER

3-32863 1

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

Traffic Engineering Department
Room 740 - City County Building
One Main Street - Fort Wayne, Indiana

Prismo Universal Corporation
4 Research Place
Rockville, Maryland 20850

DELIVER TO:-

DEPARTMENT Traffic Engineering Department Operations
OR DIVISION 1710 South Lafayette Street
Fort Wayne, Indiana 46803

ADDRESS
CASH DISCOUNT TERMS % IF PAID WITHIN DAYS FROM DELIVERY AND
ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (REDUCTION FOR DISCOUNT SHOWN BELOW)

DATE February 18, 1976

REF. NO.
REQ. NO. 10-i

THE ABOVE INFORMATION MUST APPEAR ON
ALL INVOICES, BILLS OF LADING, DELIVERY
TICKETS, PACKAGES AND CORRESPONDENCE.
INVOICE IN DUPLICATE.

THIS PURCHASE ORDER ISSUED BY:

DEPT. DP

DATE } 3-1-76
WANTED }

APPROPRIATION } 770-4-440-1
AND FUND
NUMBER }

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
TAX EXEMPT (UNLESS OTHERWISE INDICATED)				
250	Gal.	5 Gallon Pails (50 Pails) White Non-Reflective Traffic Paint Lug Cover (Lid) to have 2-1/2" I.D. Opening.	2.64/Gal	10
300	Gal.	5 Gallon Pails (60 Pails) Yellow Non-Reflective Traffic Paint Lug Cover (Lid) to have 2-1/2" I.D. Opening.	2.64/Gallon	
<p>COMPLIANCE WITH THE DELIVERY DATE REQUESTED WILL AVOID "FOLLOW UP" CORRESPONDENCE.</p> <p>NOTE</p> <p>↓</p> <p>READ</p> <p>INSTRUCTIONS ON THE BACK OF THIS ORDER</p> <p>THE CONTRACTOR OR VENDOR, BY ACCEPTING THIS ORDER, AGREES TO THE GENERAL CONDITIONS AND TERMS OF AGREEMENT ON THE BACK OF THIS ORDER.</p> <p>UNLESS OTHERWISE INDICATED THE PRICES SHOWN INCLUDE ALL CHARGES FOR DELIVERY, PACKING, ETC., NECESSARY TO COMPLETE DELIVERY TO DESTINATION SPECIFIED.</p> <p>UNLESS OTHERWISE INDICATED THE PRICES SHOWN DO NOT INCLUDE TAXES OF ANY KIND.</p> <p>EXEMPTION BLANKS WILL BE FURNISHED WHEN NECESSARY.</p> <p>IND. SALES TAX EXEMP. CERTIF. NO. 34508</p> <p>IF THIS ORDER DOES NOT AGREE WITH YOUR QUOTATION KINDLY RETURN IT WITH AN EXPLANATION.</p>				
<p>Per Bid Reference No. 695</p> <p>Allen County will initiate P.O.s for their own quantities.</p> <p>Subject to Councilmanic Approval</p> <p>XXXXXXXXXXXXXXXXXXXX MAYOR</p> <p>RW/gb</p>				

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THEREFOR HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

W. G. Schnitzer
City Controller

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON FILE IN THIS OFFICE.

A. C. Lord
Director of Purchases

Per

Per

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn of

A. C. Lord - 423-7037

DEPARTMENT OF PURCHASES

Room 470

Number One Main St., Ft. Wayne, Ind. 46802

Address

REQUIRED FOR DELIVERY TO:

Department
or Division

Traffic Engineering Department
Room 740 - City County Building

Address

One Main Street - Fort Wayne, Indiana

RETURN ORIGINAL TO THE CITY—RETAIN DUPLICATE COPY FOR YOUR FILE

Closing

Thursday - January 29, 1976 - 10:00 A.M.

Time of Bids

TAKES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34568. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Page 1 of 19

Ref. No. 695

Date January 15, 1976

Date wanted 3-1-76

Fund 770-4-440-1

Appropriation No.

Quantity	Unit	Materials, Supplies, Equipment or Service	Unit Price	Total Amount
		Pavement Marking Material, as per Attached Specifications.		
		The enclosed Non-Collusion Affidavit must be completed and returned as part of your bid.		
		Bid is requested on a item by item basis. Buyer reserves the right to accept or reject any and/or all bids on a item by item basis.		
		Each Bidder must submit a current 1976 written Affirmative Action Program with their bid - or have it on file with our E.E.O. Office for the current year. NOTE: Forms attached must be completed in full, if not on file in E.E.O. Office		
		Specify which: On File: Attached: X		

Bid Bond required ☐ NO ☒ YES 5% Performance Bond ☐ NO ☒ YES

See Instruction Item No. 18 on reverse side hereof.

Terms Net % cash discount if paid within 30 days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 30 days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

William Armstrong Smith Co.

For William A. Smith President

Address P.O. Box 90868

East Point, Georgia 30344

1-26-76

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".

Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. **The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 203, section 10, being Burns Indiana Statute 40-2316-1954 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin or ancestry.**
15. **Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.**
 - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted _____ Date _____ 19____ as follows:
 Rejected _____ Date _____ 19____ as follows:
 Board-Commissioner Dept. of Purchasing, etc.
 Board-Commissioner Dept. of Purchasing, etc.

TED PMM

OFFICE OF CITY TRAFFIC ENGINEER

FORT WAYNE, INDIANA

SPECIFICATIONS FOR FURNISHING
NON-REFLECTIVE PAVEMENT MARKING MATERIAL- WHITE & YELLOWGENERAL REQUIREMENTS:

SCOPE: This specification covers white & yellow pigmented binder to be used as a non-reflective surface on highway pavements.

APPLICATION: The surface marking shall consist of an application of pigmented binder only.

PREVIOUS SUCCESSFUL EXPERIENCE: The successful bidder shall be required to submit satisfactory evidence of previous successful application for not less than five (5) years prior to submission of bid, and must show satisfactorily his ability to fulfill the specified requirements herein set forth.

WARRANTY: It is required that the supplier shall guarantee that the manufactured articles, materials or supplies furnished will have been produced or manufactured, as the case may be, in the United States, except as noted below or indicated in the bid.

PROTECTION: The contractor shall assume all costs arising from the use of patented materials, equipment, devices or processes used on, or incorporated in the work, and agrees to indemnify and save harmless the contractee, its director, engineers and duly authorized representatives, from all suits at law, or actions of any nature for, or on account of the use of any patented materials, equipment, devices or processes.

APPLICABLE SPECIFICATIONS AND OTHER PUBLICATIONS:

GENERAL: The following specifications and publications of the issue in effect on date of invitation for bids shall form a part of the specification to the extent specified herein.

FEDERAL SPECIFICATION:

TT-P-115a Amend #1, dated 21 Oct. 1957, Paint; Traffic; Exterior, white and yellow. Fed. Test Method Std. #141, dtd. May 1958, Paint, varnish, lacquer, and related materials.

Methods of inspection, sampling and testing.
VV-G-101a-Gasoline.

Specifications- Cont'dA.S.T.M. STANDARDS:

D-711-55 No pick up time of traffic paint.

DETAIL REQUIREMENTS:

PIGMENTED BINDER AND BULK SPHERE REQUIREMENTS: This material shall consist of a pigmented binder specifically detailed hereinafter, supplied in bulk for marking highway surfaces. The material shall be of the best quality normally used for the purpose in good commercial practice, and shall be free from all defects and imperfections that might effect the serviceability of the finished product.

BINDER: The pigmented binder shall conform to the following specifications:

FORMULATION AND MANUFACTURE: The pigmented binder shall be formulated and processed specifically for service as a suitable binder for glass spheres for use on traffic carrying pavements, such as concrete, brick bituminous. It shall be well mixed in the manufacturing process by properly grinding and incorporating the pigments to meet the requirements hereinafter specified.

The pigment shall not settle excessively or cake in the container; shall not thicken or thin in storage so as to cause appreciable change in consistency. It shall not liver or curdle and shall be readily broken up with a paddle to a smooth uniform consistency.

The pigmented binder shall dry to an elastic adherent finish that will not turn dark in sunlight, nor show appreciable discoloration with age. It shall further permit ease and uniformity of application and covering properties.

COMPOSITION: The pigmented binder shall conform to the following composition requirements:

	<u>Percent (by Weight)</u>	
	<u>Minimum</u>	<u>Maximum</u>
Pigment	50%	60%
Vehicle	40%	50%

The vehicle shall contain not less than 35% non-volatile material.

WEIGHT PER GALLON: Pigmented binder shall weigh not less than 11.3 lbs. per gallon at 25 degrees C.

The above shall be determined in accordance with Method 4184 of Federal Test Method Std. No. 141.

Specifications- Cont'd

VISCOSITY: The consistency of the pigmented binder shall be not less than 67 nor more than 82 Krebs Units at 25 degrees C., when tested in accordance with Method 4281, Std. No.141.

DRYING TIME: The pigmented binder shall set to touch in not less than 5 minutes and not more than 20 minutes and shall dry hard so that there will be no pick up under traffic in 60 minutes when tested in accordance with A.S.T.M. D-711-55.

HIDING POWER: The pigmented binder, when applied at the rate of 10 mils wet film thickness, using a suitable doctor blade (Bird Film Applicator or equivalent) shall show complete hiding over Morest Black and White Hiding Power Chart, Form 03-B*. If there should be an occasion where there is a question on complete hiding as determined visually on this chart, then this chart may be measured by use of the Hunter Multi-Purpose Reflectometer. By use of this instrument, the reflectance over the white and black surfaces is determined. A minimum contrast ratio of 98 shall represent complete hiding. The contrast ratio is calculated by dividing the reflectance over black by reflectance over white.

*- Supplied by the Morest Company, 211 Centre Street, New York 13, New York.

FLEXIBILITY: The pigmented binder, as evidence of its flexibility, shall show no cracking or flaking when submitted to the following bend tests:

The binder after drying on bright tin panels for 18 hours, and then baking at 105° to 110° C for 5 hours, then cooling for 15 minutes at 25° C (77°F) shall not crack when bent over a 1/2" Diameter rod.

The tin panels used in this test shall be cut from bright tin plate weighing not more than 25 grams and not less than 19 grams per square decimeter (0.51 to 0.39 pounds per square foot). The panels should be about 7.5 to 13.0 centimeters (1 x 5 inches) and shall be lightly buffed with steel wool and thoroughly cleaned with benzol immediately before using. Apply the pigmented binder in a uniform manner on duplicate tin panels using a Bradley blade or similar doctor blade which will produce a wet film thickness of .0025". Let dry in an horizontal position at room temperature (70°- 90° F) for 18 hours, then place the panels in an oven heated to 105°- 110° C and bake for 5 hours. Remove the panels, cool for 15 minutes to 25° C. Place the panels with the binder side uppermost over a 1/2" diameter rod held firmly by suitable supports and bend double rapidly. Examine for cracks with the naked eye. No cracks should appear on either panel.

Specifications- Cont'dFLEXIBILITY:

The method of test shall be in accordance with Federal Specification TT-P-115a, Paragraph 4.2.1.1 (Flexibility) with the exception that the film is to be applied with a doctor blade in lieu of a brush.

WATER RESISTANCE: The pigmented binder shall be applied to glass panels which have been previously cleaned with benzol. An 0.003 inch Bradley or similar doctor blade shall be used to apply the pigmented binder to the glass panels. Application shall be started within approximately one (1) inch from the top of the panel. The coated glass panels shall be allowed to air dry at room temperature (70° F- 90° F) for ninety (90) hours. The top of the panel, where application was started as indicated above, shall be immersed to a depth of four (4) inches in distilled water. After eighteen (18) hours remove panels and allow to dry for two (2) hours and examine. The immersed film shall show good adhesion to the glass panel and shall show no wrinkling, blistering, or other forms of deterioration. Method of test to be in accordance with Federal Specification TT-P-115a, (Water Resistance) except as herein specifically provided.

DILUTION TEST: To about 120 milliliters of pigmented binder in a small beaker, add 15 milliliters of ordinary white gasoline (boiling range not less than 10% about 60° C. and not more than 10% above 176° C) slowly, with constant stirring. The thinned paint shall be uniform, and shall show no separation, curdling, or precipitation. Method of test to be in accordance with Test 4203 of Federal Test Method, Std. No. 141.

GASOLINE RESISTANCE: The pigmented binder when subject to the following test shall show no blistering or wrinkling immediately upon removal of the panel. Any softening effect that may remain two hours after removal from the gasoline shall have disappeared after air drying for twenty-four hours.

The pigmented binder shall be applied at a wet film thickness of six thousandths of an inch (006") to tin panels which tin panels are of the same size and prepared in the same manner as described in the "Flexibility" requirement.

The coated panels as prepared above, shall air dry for ninety (90) Hours and subsequently in gasoline conforming to Federal Specification VV-G-101a. The coated panel shall be immersed to a depth of approximately three inches in a container covered with a watch glass and allowed to remain in the gasoline at room temperature (70° F- 90° F) for eighteen (18) hours. Remove, allow to dry, and examine.

Specifications- Cont'd

BLEEDING: The pigmented binder shall show no perceptible bleeding over bituminous surfaces when tested in accordance with A.S.T.M. Standards: D-969-54

COLOR:

WHITE: The pigmented binder after drying shall be white. The daylight reflectance of the pigmented binder (without glass spheres) shall not be less than 80%, relative to magnesium oxide.

YELLOW: The pigmented binder after drying shall be "Federal Yellow" in shade as specified in Federal Specification TT-P-115a.

COVERAGE RATES: Materials shall be applied on horizontal pavement surfaces at the following coverage rates: Not less than 100 sq.ft., nor more than 110 sq. ft. per gallon of pigmented binder.

DURABILITY EVALUATION: All material furnished against this specification, which shall include qualifying samples submitted against bid proposals, shall comply with the following accelerated tests for evaluation of durability.

PANEL PREPARATION: The pigmented binder shall be applied on a suitably cured concrete panel at a wet film thickness of 0.015", using a Bradley or other suitable doctor blade. Glass spheres of correct gradation shall be uniformly distributed onto the wet film in the proper ratio of glass spheres to pigmented binder set forth in 3.3.6. The spheres shall be dropped immediately after the pigmented binder is applied.

ACCELERATED WEATHERING: The prepared panels shall be submitted to an accelerated weathering test equivalent to 12 months of exterior exposure. The sample so exposed shall show no excessive discoloration and not more than 20% loss of reflecting power at the end of the test period. To accomplish this test, either one of the following two methods may be used.

EXPOSURE IN NATIONAL CARBON APPARATUS: An accelerated weathering machine of the National Carbon Arc Type X-1a, using Sunshine Carbon arcs enclosed in Corex D. Filters, and water spray every two hours, may be employed. Six hundred hours of exposure to the National Carbon Arc Type shall be considered equivalent to 12 months of exterior exposure. This test shall be made in accordance with Method 6151 of Fed. Test Meth. Std. No. 141. This exposure is supplemented by the Freezing Cycle specified.

Specifications- Cont'd

EXPOSURE IN ATLAS TWIN-ARC APPARATUS: An accelerated weathering machine of the Atlas Twin Arc-Type may be employed. The Atlas cycle shall provide 3 minutes of water spray out of each 20 minute period. Ambient temperature at the specimen shall be 130° F. plus or minus 5 degrees. Six hundred (600) hours of exposure to the Atlas Twin-Arc type shall be considered equivalent to 12 months of exterior exposure. This test shall be made in accordance with Method 6152 of Federal Test Method, Std. #141. This exposure is supplemented by the Freezing Cycle, specified.

FREEZING CYCLE: For either type of exposure test enumerated above, the specimen shall be removed from the accelerated weathering machine after each 20 hours of exposure, cooled to a temperature of 0° F. and held for one (1) hour.

ACCELERATED ABRASION TOGETHER WITH ACCELERATED WEATHERING: Panels of sample materials, upon completion of accelerated weathering test previously referred to shall be subjected to the following accelerated abrasion test.

WHEELED ABRASION TEST: Cured concrete panels bearing test materials upon completion of the accelerated weathering test shall be removed from the Weatherometer and conditioned at room temperature for 72 hours. After this conditioning period, the panels shall be placed on the periphery of a modified Hickson type, vertical abrasion machine, using a 10 pound brake load, 5° angle of shear and 80 pounds loading. Panels shall withstand not less than 500,000 revolutions (impacts) before losing 75% of the binder film or 80% of the glass spheres. In making this test, three panels shall be submitted to abrasion and if at least two panels meet the above requirements, the material shall be accepted as meeting abrasion tests satisfactory.

DIRECTIONAL REFLECTANCES: Materials furnished under these specifications shall have directional reflectances at least equal to the following:

<u>Incidence Angle</u>	<u>Divergence Angle</u>	<u>Minimum Directional Reflectance</u>
75°	1° 20'	3
88°	1° 20'	10

The directional reflectance of a surface for the given incidence and divergency angles is defined as the reflecting power of the test surface expressed in comparison with the reflecting power of a completely reflecting, perfectly diffusing surface for the same angles. It has been found that for incidence and divergence angles specified herein a panel of white casein paint will closely duplicate the reflective properties of the ideal, completely reflecting, perfectly diffusing surface.

Specifications- Cont'd

LABORATORY EQUIPMENT:

The successful bidder shall have available for testing purposes the laboratory equipment required to perform all the foregoing tests, for the purchaser's use if required.

SERVICE:

As proper application is deemed essential to the success of this contract, the successful bidder shall provide at least one experienced technician, to instruct in the application of material in accordance with these specifications. The technician shall be thoroughly familiar with the application and equipment, and shall have had a minimum of five years' successful experience in the placing of reflective marking and the use of reflective marking equipment.

PACKAGING:

The containers for the pigmented binder shall be clearly labeled so they can be easily distinguished from other binders.

CONTAINERS FOR PIGMENTED BINDER:

The pigmented binder shall be supplied in five gallon (5 Gallon) container with removeable lug cover. The cover (lid) will have a 2 1/2" Inside Diameter (I.D.) opening with removeable cap but without the pull out spout.

OFFICE OF CITY TRAFFIC ENGINEER

FORT WAYNE, INDIANA

SPECIFICATIONS FOR FURNISHING

HIGH VISCOSITY, NON-TRACKING
FAST DRYING PAVEMENT MARKING
MATERIAL

GENERAL REQUIREMENTS:

SCOPE: This purchase description covers a specially formulated, heavily pigmented binder which when applied either during daytime or nighttime hours, with specialized marking equipment, shall virtually eliminate the need for wet-line protection and its subsequent congestion of traffic.

APPLICATION: The reflective surface shall be obtained by applying optical glass spheres in a specified ratio onto and into the specially formulated, pigmented binder after the binder application, but in one operation, so as to produce maximum adhesion, refraction, and reflection at the minimum of curing time.

PREVIOUS SUCCESSFUL EXPERIENCE: The successful supplier shall be required to submit satisfactory evidence of previous successful application, and must show satisfactorily his ability to fulfill the specified requirements herein set forth, and give names of at least three (3) users and the location of applications. Users shall be construed as a customer that has used at least 5,000 gallons of this materials.

PROTECTION: The manufacturer shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on, or incorporated in the work, and agrees to indemnify and save harmless the department and its duly authorized agents from suits of law, or actions of any nature for, or on account of, the use of any patented materials, equipment, devices or processes.

APPLICABLE SPECIFICATIONS AND OTHER PUBLICATIONS:

GENERAL: The following specifications and publications of the issue in effect on date of invitation for bids shall form a part of the specification to the extent specified herein.

Specifications Cont'dFederal Specifications:

TT-P-85b-Paint, Traffic, Reflectorized for Airfield Runway Marking (Drop-in Type).

Federal Test Method Standard #141, 15 May 1958, Paint, Varnish Lacquer, and Related Materials; Methods of Federal Standard No. 595-Colors.

A.S.T.M. Standards:

D-711-55 No pickup time of traffic paint.

D-969-54 Degree of resistance of traffic paint to bleeding.

D-1310-59T- Flash point of volatile flammable materials, by tag open-cup apparatus.

DETAILED REQUIREMENTS:

PIGMENTED BINDER: The pigmented binder shall conform to the following requirements.

FORMULATION AND MANUFACTURE: The pigmented binder shall be formulated and manufactured from first grade raw materials, and shall be free from defects and imperfections that might adversely affect the serviceability of the finished product. The material shall show no evidence of pigment settling upon storage in the sealed containers as received. The pigmented binder shall provide the proper anchorage and refraction for the glass spheres when applied with the required specialized equipment operated as specified.

WEIGHT PER GALLON: The pigmented binder shall weigh not less than twelve pounds per gallon 25° C. This shall be determined in accordance with Method 4184 of Federal Test Method Standard No. 141.

VISCOSITY: The consistency of the pigmented binder shall not be less than 90 nor more than 130 Krieb Units at 25° C., when tested in accordance with Method 4281 Federal Standard No. 141. The pigmented binder shall have good spraying characteristics when its temperature is elevated to the required working temperatures (140°- 170° F) in specialized striping equipment.

Specifications cont'd

DRYING TIME: The reflectorized line when applied with the provided ratio of furnished glass spheres to binder, shall dry to no pickup in 180 seconds or less. The line for this test must be applied with the specialized striping equipment operating so as to have the pigmented binder at a temperature of at least 140°F, at the spray orifice at the specified coverage rate. This maximum dry time shall not be exceeded when the temperature varies from 35° to 120° F, and under all humidity conditions, providing that the pavement is dry. The no. pickup time shall be determined with the method and apparatus described in A. S. T.M. Designation D-711-55 except that it is to be used under the conditions specified above.

DIRECTIONAL REFLECTANCE: The daylight directional reflectance of pigmented binder (without glass spheres) shall be not less than 80 percent relative to magnesium oxide when tested in accordance with the Federal Test Method Standard 141, Method 6121, or if yellow, shall be a visual match of Federal Standard No. 595, Color No. 13538, and have a minimum reflectance of 50 percent, by Federal Test Method Standard No. 141, Method 4250.

BLEEDING: The pigmented binder shall have a minimum bleeding ratio of 0.95 when tested in accordance with Federal Specifications TT-P-85b.

DRY OPACITY: The dry opacity of the pigmented binder shall have a minimum contrast ratio of 0.96 for both white and yellow when applied at a wet film thickness of 0.005 inch and tested according to Federal Test Method Standard No. 141, Method 4121.

Specifications Cont'd

EQUIPMENT PROTECTION BOND: The vendor shall submit an equipment protection bond in the amount of \$10,000.00 which binds the surety to pay to the City of Fort Wayne, Indiana, any costs incurred should the vendor's material cause any damage to the department's specialized road striping machine. The vendor shall attach the completed and executed protection bond to his bid. Failure to submit the bond with the bid shall cause the bid to be declared irregular, and it will not be recognized.

PACKAGING: The containers for the pigmented binder shall be clearly labeled so that they can be easily distinguished from other binders.

CONTAINERS FOR PIGMENTED BINDER: The pigmented binder shall be supplied in removable-Lid, thirty gallon (30 gallon) containers, which conform to I.C.C. Specification 17-H. The thirty gallon container shall be shipped with 418-422 pounds of pigmented binder. The containers as received shall have enough free space to allow the emersion of pumping equipment without causing the pigmented binder to spill over the edge. The drum covers shall be such that they can be easily resealed after partial use of its contents.

SOLVENTS:

The proposal submitted shall indicate the name and number of appropriate solvents or cleaners for the pigmented binder, indicating the sources and approximate costs thereof.

SERVICE TECHNICIAN:

As proper application is deemed essential to the success of this process, the manufacturer shall provide at least one experienced technician, with experience to instruct in the application of this type of material only and this experience shall exclude and not include experience on standard traffic paints in general usage. The technician shall be thoroughly familiar with the specialized application equipment and the materials, and shall have had a minimum of five years' successful experience in the placing of reflective markings and the use of reflective marking equipment.

Specifications Cont'dOPTIONAL RENEWAL:

By mutual agreement between the City and the Contractor, the Contract period may be extended for an additional period not to exceed (1) One year. However, the agreement to extend must be completed in writing not less than (15) fifteen days prior to January 1st, 1977. The contract may be extended only at the same price and under the same conditions governing the original contract. Estimated requirements for the optional renewal period herein are estimated to approximate the estimated quantities set forth in the initial contract period; however, as provided above, the estimated amount shall in no way govern the amount required during an optional renewal period.

REFLECTIVE AND NON-REFLECTIVE PAVEMENT MARKING MATERIAL:

For furnishing during the period of the contract and at the prices indicated, the requirements of the commodities listed herein which may be required by the Traffic Engineering Department of the City and/or the County of Allen from time to time. It is understood that the quantities are approximate only and in no way shall govern the amount required during the period of the contract.

DELIVERY AND CONTRACT PERIOD:

The commodity shall be delivered to the City as needed and ordered beginning on the date of the contract award and ending December 31, 1976. Each release for delivery shall be evidenced by a regular purchase order issued by or on behalf of the using department. Delivery of all items stated upon the purchase order shall be guaranteed to be completed within thirty (30) days after date of purchase order.

PRICING-INVOICING:

The bidders' prices shall include all delivery charges and be submitted in the bidders proposal section included herein. Invoices must be submitted to the using department together with the City's standard claim form for that department.

Specifications Cont'd

BIDDERS PROPOSAL SECTION
REFLECTIVE AND NON-REFLECTIVE PAVEMENT MARKING MATERIAL

<u>ESTIMATED QUANTITY</u>	<u>COLOR</u>	<u>TYPE OF MATERIAL</u>	<u>PRICE PER GAL.F.O.B. FT.WAYNE</u>	<u>TOTAL</u>
250 GALLONS (5 GAL PAILS)	WHITE	REFLECTIVE PREMIX	\$3.18	
300 GALLONS (5 GAL. PAILS)	YELLOW	NON-REFLECTIVE	3.21	
* 9,520 GALLONS (30 GAL DRUMS) (28 GALLONS PER DRUM)	WHITE	HIGH VISCOSITY NON-TRACKING FAST DRYING PAVEMENT MARKING MATERIAL	\$2.76	
** 5,656 GALLONS (30 GAL DRUMS) (28 GALLONS PER DRUM)	YELLOW	HIGH VISCOSITY NON TRACKING FAST DRYING PAVEMENT MARKING MATERIAL	2.81	

* 6,440 GALLONS OF THIS ITEM IS INCLUDED FOR COUNTY PURCHASE AND USE

** 2,856 GALLONS OF THIS ITEM IS INCLUDED FOR COUNTY PURCHASE AND USE.

CERTIFICATE OF COMPLIANCE
FOR
REFLECTORIZED PAVEMENT MARKING PAINTS
(to be attached with all papers on bid quotes)

TO: Office of City Traffic Engineer
Room 740, City-County Building
Fort Wayne, Indiana, 46802

Having Authority to act for the William Armstrong Smith Co.
(Company Name)

_____, of East Point, Georgia
(Address)

William A. Smith, I do hereby certify that the
Reflectorized Pavement Marking Paints submitted under this contract
by the aforementioned company do conform and meet the specifications
as set forth for this contract.

I further certify that said paints are manufactured by _____
William Armstrong Smith Co.; and have been tested by a bonafide
Testing Laboratory, and so meet the standards set forth in the
specifications.

(Signature) William A. Smith

Name William A. Smith

Title President

For the William Armstrong Smith Co.

Of East Point, Georgia 30344

REQUEST FOR PUBLICATION

News	
Sentinel	x
Journal	
Gazette	x
Other	

DATE January 15, 1976

Kindly publish the following advertisement on the dates as shown and issue invoice to *

* Department Traffic Engineering Department
Room 470 - City County Building
Address One Main Street - Fort Wayne, Indiana

Department of Purchases
City of Fort Wayne

By *[Signature]*

BIDS WANTED - REFERENCE NO. 695

Sealed Proposals will be received by the City of Fort Wayne at the Office of Department of Purchases, Number One Main Street, Room 470, Fort Wayne, Indiana, until Thursday - January 29, 1976 - 10:00 A.M.
for the following items:

Pavement Marking Material

Each Bidder must submit a current 1976 written Affirmative Action Program with his or her bid - or have on file with our E.E.O. Office for the current year.

Bid Forms, specifications, etc., may be obtained upon application at the office and address given above.

A Bid Bond or Certified Check in the amount of \$ 5% must be submitted with the bid.

Department of Purchases
City of Fort Wayne
By A.T. Demetroff
Director of Purchases

INSERT 1st RUN

REPEAT 2nd RUN

Type of Advertising Required

1-20-76

1-27-76

LEGAL NOTICE

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of 5% of amount bid

to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐

Check No.

in the sum of

Dollars

on Bank

of is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

OTHER PARTIES INTERESTED IN
THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

Witnessed by:

BIDDER
AND
PRINCIPAL

WILLIAM ARMSTRONG SMITH COMPANY

Name of Bidder—Print or Type

By

Signature of Person Authorized to Sign

Title William A. Smith, President

P. O. Box 90868

Street Name and Number

East Point, Georgia 30344

City, State and Zip Code

Date Jan 29, 1976

SURETY

THE HANOVER INSURANCE COMPANY

Name of Company—Print or Type

Incorporated

In the State of: NEW HAMPSHIRE

Address P. O. Box 100059 Atlanta, Ga. 3034

By

Sign on this Line

Richard N. McBride, Attorney-in-Fact

The Hanover Insurance Company

MEMBER OF THE
AMERICA
GROUP

POWER OF ATTORNEY CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Hampshire, does hereby constitute and appoint

- Robert K. McLellan, Richard N. McBride and/or Jane Z. Daniel -

of Atlanta, Georgia, and each is its true and lawful Attorney(s) -in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed, at any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof. as follows:

Any such obligations in the United States, in any amount. - - - - -
- - - - -

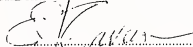
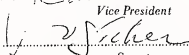
And said Company hereby ratifies and confirms all and whatsoever said Attorney(s) -in-fact may lawfully do in the premises by virtue of these presents.

This appointment is made under and by authority of the following Resolution passed by the Board of Directors of said Company at a meeting held on the thirteenth day of December, 1972, a quorum being present and voting, which resolution is still in effect:

"Resolved, that the President or any Vice President, in conjunction with any Secretary or Assistant Secretary, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons."

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President and its Secretary, this 17th day of October 19 74

THE HANOVER INSURANCE COMPANY



Vice President

Secretary

THE COMMONWEALTH OF MASSACHUSETTS
COUNTY OF WORCESTER

ss.

On this 17th day of October 1974, before me came the above named Vice President and Secretary of The Hanover Insurance Company, to me personally known to be the individuals and officers described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of The Hanover Insurance Company and that the said corporate seal and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporation.

(Seal)


Notary Public

My Commission Expires May 19, 1978

I, the undersigned Secretary of The Hanover Insurance Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company at a meeting held on the 13th day of December, 1972

"RESOLVED, That any and all Powers of Attorney, and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Secretary or Assistant Secretary of the Company shall be binding on the Company to the same extent as if all signatures thereon were manually affixed even though one or more of any such signatures thereon may be facsimile".

GIVEN under my hand and the seal of said Company, at Worcester, Massachusetts, this 29th day of January 1976

FORM 111-0402 NS


Secretary

BOND OF INDEMNITY

KNOW ALL MEN BY THESE PRESENTS: That we William Armstrong Smith Company, as Principal, and the Hanover Insurance Company, as Surety, are firmly bound unto the City of Fort Wayne, Indiana, (hereinafter called the Obligee), in the full and just sum of Ten Thousand and no/100 Dollars (\$10,000.00) lawful money of the United States of America, to be paid to the Obligee to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally and firmly by these presents:

WHEREAS, The said Principal has herewith submitted samples of paint to the City of Fort Wayne, Indiana to be tested by said City of Fort Wayne, Indiana.

NOW, THEREFORE THE CONDITION OF THIS BOND IS SUCH, That the Principal hereby agrees to pay for or repair any damage to the obligee's equipment which is directly attributed to the Principal's paint samples, otherwise to remain in full force and effect for a period of one (1) year from the signed, sealed and dated date hereon.

SIGNED, SEALED AND DATED THIS 29th day of January, 1976.

WILLIAM ARMSTRONG SMITH COMPANY

BY: William A. Smith

William A. Smith, President

THE HANOVER INSURANCE COMPANY

BY: Richard N. McBride

Richard N. McBride, Attorney-in-Fact

The Hanover Insurance Company



POWER OF ATTORNEY CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Hampshire, does hereby constitute and appoint

- Robert K. McLellan, Richard N. McBride and/or Jane Z. Daniel -

of Atlanta, Georgia, and each is its true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed, at any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, in any amount. - - - - -
- - - - -

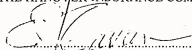
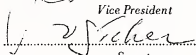
And said Company hereby ratifies and confirms all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents.

This appointment is made under and by authority of the following Resolution passed by the Board of Directors of said Company at a meeting held on the thirteenth day of December, 1972, a quorum being present and voting, which resolution is still in effect:

"Resolved, that the President or any Vice President, in conjunction with any Secretary or Assistant Secretary, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons."

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President and its Secretary, this 17th day of October 19 74

THE HANOVER INSURANCE COMPANY


Vice President

Secretary

(Seal)

THE COMMONWEALTH OF MASSACHUSETTS
COUNTY OF WORCESTER

ss.

On this 17th day of October 1974, before me came the above named Vice President and Secretary of The Hanover Insurance Company, to me personally known to be the individuals and officers described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of The Hanover Insurance Company and that the said corporate seal and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporation.

(Seal)


Notary Public

My Commission Expires May 19, 1978

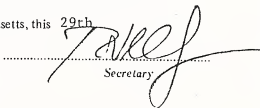
I, the undersigned Secretary of The Hanover Insurance Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company at a meeting held on the 13th day of December, 1972

"RESOLVED, That any and all Powers of Attorney, and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Secretary or Assistant Secretary of the Company shall be binding on the Company to the same extent as if all signatures thereon were manually affixed even though one or more of any such signatures thereon may be facsimile".

GIVEN under my hand and the seal of said Company, at Worcester, Massachusetts, this 29th day of January 1976

FORM 111-0402 NS


Secretary

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of

A. C. Lord - 423-7037

DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department
or Division

Traffic Engineering Department

Room 740 - City County Building

Address One Main Street - Fort Wayne, Indiana

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing
Time of Bid Thursday - January 29, 1976 - 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34608. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Material, Supplies, Equipment or Service	Unit Price	Total Amount
		<p>Pavement Marking Material, as per Attached Specifications.</p> <p>The enclosed Non-Collusion Affidavit must be completed and returned as part of your bid.</p> <p>Bid is requested on a item by item basis. Buyer reserves the right to accept or reject any and/or all bids on a item by item basis.</p> <p>Each Bidder must submit a current 1976 written Affirmative Action Program with their bid - or have it on file with our E.E.O. Office for the current year. NOTE: Forms attached must be completed in full, if not on file in E.E.O. Office</p> <p>Specify which: On File: _____ Attached: XX</p>		

Bid Bond required ☐ NO ☒ YES 5% Performance Bond ☐ NO ☒ YES

See instruction item No. 13 on reverse side hereof.

Terms Net % cash discount if paid within 30 days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within _____ days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

Prismo Universal Corporation

For Thomas R. White Asst. Secretary

Address 4 Research Place
Rockville, Maryland

1/26/76

Page 1 of 19

Ref. No. 695

Date January 15, 1976

Date wanted 3-1-76

Fund 770-4-440-1

Appropriation No.

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.
To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the Bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.
References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.h.a., Smith-Jones Company, by John Jones, a partner".
Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 203, section 10, being Burns Indiana Statute 40-2316-1954 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.
16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following:
 - a) A bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g. Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted _____ Date _____ 19 _____ as follows:

Board-Commissioner Dept. of Purchasing, etc.

Rejected _____ Date _____ 19 _____ as follows:

Board-Commissioner Dept. of Purchasing, etc.

TED PMH

OFFICE OF CITY TRAFFIC ENGINEER

FORT WAYNE, INDIANA

SPECIFICATIONS FOR FURNISHING
NON-REFLECTIVE PAVEMENT MARKING MATERIAL- WHITE & YELLOWGENERAL REQUIREMENTS:

SCOPE: This specification covers white & yellow pigmented binder to be used as a non-reflective surface on highway pavements.

APPLICATION: The surface marking shall consist of an application of pigmented binder only.

PREVIOUS SUCCESSFUL EXPERIENCE: The successful bidder shall be required to submit satisfactory evidence of previous successful application for not less than five (5) years prior to submission of bid, and must show satisfactorily his ability to fulfill the specified requirements herein set forth.

WARRANTY: It is required that the supplier shall guarantee that the manufactured articles, materials or supplies furnished will have been produced or manufactured, as the case may be, in the United States, except as noted below or indicated in the bid.

PROTECTION: The contractor shall assume all costs arising from the use of patented materials, equipment, devices or processes used on, or incorporated in the work, and agrees to indemnify and save harmless the contractee, its director, engineers and duly authorized representatives, from all suits at law, or actions of any nature for, or on account of the use of any patented materials, equipment, devices or processes.

APPLICABLE SPECIFICATIONS AND OTHER PUBLICATIONS:

GENERAL: The following specifications and publications of the issue in effect on date of invitation for bids shall form a part of the specification to the extent specified herein.

FEDERAL SPECIFICATION:

TT-P-115a Amend #1, dated 21 Oct. 1957, Paint; Traffic; Exterior, white and yellow. Fed. Test Method Std. #141, dtd. May 1958, Paint, varnish, lacquer, and related materials.

Methods of inspection, sampling and testing.
VV-G-101a-Gasoline.

Specifications- Cont'dA.S.T.M. STANDARDS:

D-711-55 No pick up time of traffic paint.

DETAIL REQUIREMENTS:

PIGMENTED BINDER AND BULK SPHERE REQUIREMENTS: This material shall consist of a pigmented binder specifically detailed hereinafter, supplied in bulk for marking highway surfaces. The material shall be of the best quality normally used for the purpose in good commercial practice, and shall be free from all defects and imperfections that might effect the serviceability of the finished product.

BINDER: The pigmented binder shall conform to the following specifications:

FORMULATION AND MANUFACTURE: The pigmented binder shall be formulated and processed specifically for service as a suitable binder for glass spheres for use on traffic carrying pavements, such as concrete, brick bituminous. It shall be well mixed in the manufacturing process by properly grinding and incorporating the pigments to meet the requirements hereinafter specified.

The pigment shall not settle excessively or cake in the container; shall not thicken or thin in storage so as to cause appreciable change in consistency. It shall not liver or curdle and shall be readily broken up with a paddle to a smooth uniform consistency.

The pigmented binder shall dry to an elastic adherent finish that will not turn dark in sunlight, nor show appreciable discoloration with age. It shall further permit ease and uniformity of application and covering properties.

COMPOSITION: The pigmented binder shall conform to the following composition requirements:

	<u>Percent (by Weight)</u>	
	<u>Minimum</u>	<u>Maximum</u>
Pigment	50%	60%
Vehicle	40%	50%

The vehicle shall contain not less than 35% non-volatile material.

WEIGHT PER GALLON: Pigmented binder shall weigh not less than 11.3 lbs. per gallon at 25 degrees C.

The above shall be determined in accordance with Method 4184 of Federal Test Method Std. No. 141.

Specifications- Cont'd

VISCOSITY: The consistency of the pigmented binder shall be not less than 67 nor more than 82 Krebs Units at 25 degrees C., when tested in accordance with Method 4281, Std. No.141.

DRYING TIME: The pigmented binder shall set to touch in not less than 5 minutes and not more than 20 minutes and shall dry hard so that there will be no pick up under traffic in 60 minutes when tested in accordance with A.S.T.M. D-711-55.

HIDING POWER: The pigmented binder, when applied at the rate of 10 mils wet film thickness, using a suitable doctor blade (Bird Film Applicator or equivalent) shall show complete hiding over Mostest Black and White Hiding Power Chart, Form 03-B*. If there should be an occasion where there is a question on complete hiding as determined visually on this chart, then this chart may be measured by use of the Hunter Multi-Purpose Reflectometer. By use of this instrument, the reflectance over the white and black surfaces is determined. A minimum contrast ratio of 98 shall represent complete hiding. The contrast ratio is calculated by dividing the reflectance over black by reflectance over white.

*- Supplied by the Mostest Company, 211 Centre Street, New York 13, New York.

FLEXIBILITY: The pigmented binder, as evidence of its flexibility, shall show no cracking or flaking when submitted to the following bend tests:

The binder after drying on bright tin panels for 18 hours, and then baking at 105° to 110° C for 5 hours, then cooling for 15 minutes at 25° C (77°F) shall not crack when bent over a 1/2" Diameter rod.

The tin panels used in this test shall be cut from bright tin plate weighing not more than 25 grams and not less than 19 grams per square decimeter (0.51 to 0.39 pounds per square foot). The panels should be about 7.5 to 13.0 centimeters (1 x 5 inches) and shall be lightly buffed with steel wool and thoroughly cleaned with benzol immediately before using. Apply the pigmented binder in a uniform manner on duplicate tin panels using a Bradley blade or similar doctor blade which will produce a wet film thickness of .0025". Let dry in an horizontal position at room temperature (70°- 90° F) for 18 hours, then place the panels in an oven heated to 105°- 110° C and bake for 5 hours. Remove the panels, cool for 15 minutes to 25° C. Place the panels with the binder side uppermost over a 1/2" diameter rod held firmly by suitable supports and bend double rapidly. Examine for cracks with the naked eye. No cracks should appear on either panel.

Specifications- Cont'dFLEXIBILITY:

The method of test shall be in accordance with Federal Specification TT-P-115a, Paragraph 4.2.1.1 (Flexibility) with the exception that the film is to be applied with a doctor blade in lieu of a brush.

WATER RESISTANCE: The pigmented binder shall be applied to glass panels which have been previously cleaned with benzol. An 0.003 inch Bradley or similar doctor blade shall be used to apply the pigmented binder to the glass panels. Application shall be started within approximately one (1) inch from the top of the panel. The coated glass panels shall be allowed to air dry at room temperature (70° F- 90° F) for ninety (90) hours. The top of the panel, where application was started as indicated above, shall be immersed to a depth of four (4) inches in distilled water. After eighteen (18) hours remove panels and allow to dry for two (2) hours and examine. The immersed film shall show good adhesion to the glass panel and shall show no wrinkling, blistering, or other forms of deterioration. Method of test to be in accordance with Federal Specification TT-P-115a, (Water Resistance) except as herein specifically provided.

DILUTION TEST: To about 120 milliliters of pigmented binder in a small beaker, add 15 milliliters of ordinary white gasoline (boiling range not less than 10° about 60° C. and not more than 10° above 170° C) slowly, with constant stirring. The thinned paint shall be uniform, and shall show no separation, curdling, or precipitation. Method of test to be in accordance with Test 4203 of Federal Test Method, Std. No. 141.

GASOLINE RESISTANCE: The pigmented binder when subject to the following test shall show no blistering or wrinkling immediately upon removal of the panel. Any softening effect that may remain two hours after removal from the gasoline shall have disappeared after air drying for twenty-four hours.

The pigmented binder shall be applied at a wet film thickness of six thousandths of an inch (006") to tin panels which tin panels are of the same size and prepared in the same manner as described in the "Flexibility" requirement.

The coated panels as prepared above, shall air dry for ninety (90) Hours and subsequently in gasoline conforming to Federal Specification VV-G-101a. The coated panel shall be immersed to a depth of approximately three inches in a container covered with a watch glass and allowed to remain in the gasoline at room temperature (70° F- 90° F) for eighteen (18) hours. Remove, allow to dry, and examine.

Specifications- Cont'd

BLEEDING: The pigmented binder shall show no perceptible bleeding over bituminous surfaces when tested in accordance with A.S.T.M. Standards: D-969-54

COLOR:

WHITE: The pigmented binder after drying shall be white. The day-light reflectance of the pigmented binder (without glass spheres) shall not be less than 80%, relative to magnesium oxide.

YELLOW: The pigmented binder after drying shall be "Federal Yellow" in shade as specified in Federal Specification TT-P-115a.

COVERAGE RATES: Materials shall be applied on horizontal pavement surfaces at the following coverage rates: Not less than 100 sq.ft., nor more than 110 sq. ft. per gallon of pigmented binder.

DURABILITY EVALUATION: All material furnished against this specification, which shall include qualifying samples submitted against bid proposals, shall comply with the following accelerated tests for evaluation of durability.

PANEL PREPARATION: The pigmented binder shall be applied on a suitably cured concrete panel at a wet film thickness of 0.015", using a Bradley or other suitable doctor blade. Glass spheres of correct gradation shall be uniformly distributed onto the wet film in the proper ratio of glass spheres to pigmented binder set forth in 3.3.6. The spheres shall be dropped immediately after the pigmented binder is applied.

ACCELERATED WEATHERING: The prepared panels shall be submitted to an accelerated weathering test equivalent to 12 months of exterior exposure. The sample so exposed shall show no excessive discoloration and not more than 20% loss of reflecting power at the end of the test period. To accomplish this test, either one of the following two methods may be used.

EXPOSURE IN NATIONAL CARBON APPARATUS: An accelerated weathering machine of the National Carbon Arc Type X-1a, using Sunshine Carbon arcs enclosed in Corex D. Filters, and water spray every two hours, may be employed. Six hundred hours of exposure to the National Carbon Arc Type shall be considered equivalent to 12 months of exterior exposure. This test shall be made in accordance with Method 6151 of Fed. Test Meth. Std. No. 141. This exposure is supplemented by the Freezing Cycle specified.

Specifications- Cont'd

EXPOSURE IN ATLAS TWIN-ARC APPARATUS: An accelerated weathering machine of the Atlas Twin Arc-Type may be employed. The Atlas cycle shall provide 3 minutes of water spray out of each 20 minute period. Ambient temperature at the specimen shall be 130° F. plus or minus 5 degrees. Six hundred (600) hours of exposure to the Atlas Twin-Arc type shall be considered equivalent to 12 months of exterior exposure. This test shall be made in accordance with Method 6152 of Federal Test Method, Std. #141. This exposure is supplemented by the Freezing Cycle, specified.

FREEZING CYCLE: For either type of exposure test enumerated above, the specimen shall be removed from the accelerated weathering machine after each 20 hours of exposure, cooled to a temperature of 0° F. and held for one (1) hour.

ACCELERATED ABRASION TOGETHER WITH ACCELERATED WEATHERING: Panels of sample materials, upon completion of accelerated weathering test previously referred to shall be subjected to the following accelerated abrasion test.

WHEELED ABRASION TEST: Cured concrete panels bearing test materials upon completion of the accelerated weathering test shall be removed from the Weatherometer and conditioned at room temperature for 72 hours. After this conditioning period, the panels shall be placed on the periphery of a modified Hickson type, vertical abrasion machine, using a 10 pound brake load, 50 angle of shear and 80 pounds loading. Panels shall withstand not less than 500,000 revolutions (impacts) before losing 75% of the binder film or 80% of the glass spheres. In making this test, three panels shall be submitted to abrasion and if at least two panels meet the above requirements, the material shall be accepted as meeting abrasion tests satisfactorily.

DIRECTIONAL REFLECTANCES: Materials furnished under these specifications shall have directional reflectances at least equal to the following:

<u>Incidence Angle</u>	<u>Divergence Angle</u>	<u>Minimum Directional Reflectance</u>
75°	1° 20'	3
88°	1° 20'	10

The directional reflectance of a surface for the given incidence and divergence angles is defined as the reflecting power of the test surface expressed in comparison with the reflecting power of a completely reflecting, perfectly diffusing surface for the same angles. It has been found that for incidence and divergence angles specified herein a panel of white casein paint will closely duplicate the reflective properties of the ideal, completely reflecting, perfectly diffusing surface.

Specifications- Cont'd

LABORATORY EQUIPMENT:

The successful bidder shall have available for testing purposes the laboratory equipment required to perform all the foregoing tests, for the purchaser's use if required.

SERVICE:

As proper application is deemed essential to the success of this contract, the successful bidder shall provide at least one experienced technician, to instruct in the application of material in accordance with these specifications. The technician shall be thoroughly familiar with the application and equipment, and shall have had a minimum of five years' successful experience in the placing of reflective marking and the use of reflective marking equipment.

PACKAGING:

The containers for the pigmented binder shall be clearly labeled so they can be easily distinguished from other binders.

CONTAINERS FOR PIGMENTED BINDER:

The pigmented binder shall be supplied in five gallon (5 Gallon) container with removeable lug cover. The cover (lid) will have a 2 1/2" Inside Diameter (I.D.) opening with removeable cap but without the pull out spout.

OFFICE OF CITY TRAFFIC ENGINEER

FORT WAYNE, INDIANA

SPECIFICATIONS FOR FURNISHING

HIGH VISCOSITY, NON-TRACKING
FAST DRYING PAVEMENT MARKING
MATERIAL

GENERAL REQUIREMENTS:

SCOPE: This purchase description covers a specially formulated, heavily pigmented binder which when applied either during daytime or nighttime hours, with specialized marking equipment, shall virtually eliminate the need for wet-line protection and its subsequent congestion of traffic.

APPLICATION: The reflective surface shall be obtained by applying optical glass spheres in a specified ratio onto and into the specially formulated, pigmented binder after the binder application, but in one operation, so as to produce maximum adhesion, refraction, and reflection at the minimum of curing time.

PREVIOUS SUCCESSFUL EXPERIENCE: The successful supplier shall be required to submit satisfactory evidence of previous successful application, and must show satisfactorily his ability to fulfill the specified requirements herein set forth, and give names of at least three (3) users and the location of applications. Users shall be construed as a customer that has used at least 5,000 gallons of this materials.

PROTECTION: The manufacturer shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on, or incorporated in the work, and agrees to indemnify and save harmless the department and its duly authorized agents from suits of law, or actions of any nature for, or on account of, the use of any patented materials, equipment, devices or processes.

APPLICABLE SPECIFICATIONS AND OTHER PUBLICATIONS:

GENERAL: The following specifications and publications of the issue in effect on date of invitation for bids shall form a part of the specification to the extent specified herein.

Specifications Cont'dFederal Specifications:

TT-P-85b-Paint, Traffic, Reflectorized for Airfield Runway Marking (Drop-in Type).

Federal Test Method Standard #141, 15 May 1958, Paint, Varnish Lacquer, and Related Materials; Methods of Federal Standard No. 595-Colors.

A.S.T.M. Standards:

D-711-55 No pickup time of traffic paint.

D-969-54 Degree of resistance of traffic paint to bleeding.

D-1310-59T- Flash point of volatile flammable materials, by tag open-cup apparatus.

DETAILED REQUIREMENTS:

PIGMENTED BINDER: The pigmented binder shall conform to the following requirements.

FORMULATION AND MANUFACTURE: The pigmented binder shall be formulated and manufactured from first grade raw materials, and shall be free from defects and imperfections that might adversely affect the serviceability of the finished product. The material shall show no evidence of pigment settling upon storage in the sealed containers as received. The pigmented binder shall provide the proper anchorage and refraction for the glass spheres when applied with the required specialized equipment operated as specified.

WEIGHT PER GALLON: The pigmented binder shall weigh not less than twelve pounds per gallon 25° C. This shall be determined in accordance with Method 4184 of Federal Test Method Standard No. 141.

VISCOSITY: The consistency of the pigmented binder shall not be less than 90 nor more than 130 Krieb Units at 25° C., when tested in accordance with Method 4281 Federal Standard No. 141. The pigmented binder shall have good spraying characteristics when its temperature is elevated to the required working temperatures (140°- 170° F) in specialized stripping equipment.

Specifications cont'd

DRYING TIME: The reflectorized line when applied with the provided ratio of furnished glass spheres to binder, shall dry to no pickup in 180 seconds or less. The line for this test must be applied with the specialized striping equipment operating so as to have the pigmented binder at a temperature of at least 140°F, at the spray orifice at the specified coverage rate. This maximum dry time shall not be exceeded when the temperature varies from 35° to 120° F, and under all humidity conditions, providing that the pavement is dry. The no. pickup time shall be determined with the method and apparatus described in A. S. T.M. Designation D-711-55 except that it is to be used under the conditions specified above.

DIRECTIONAL REFLECTANCE: The daylight directional reflectance of pigmented binder (without glass spheres) shall be not less than 80 percent relative to magnesium oxide when tested in accordance with the Federal Test Method Standard 141, Method 6121, or if yellow, shall be a visual match of Federal Standard No. 595, Color No. 13538, and have a minimum reflectance of 50 percent, by Federal Test Method Standard No. 141, Method 4250.

BLEEDING: The pigmented binder shall have a minimum bleeding ratio of 0.95 when tested in accordance with Federal Specifications TT-P-85b.

DRY OPACITY: The dry opacity of the pigmented binder shall have a minimum contrast ratio of 0.96 for both white and yellow when applied at a wet film thickness of 0.005 inch and tested according to Federal Test Method Standard No. 141, Method 4121.

Specifications Cont'd

EQUIPMENT PROTECTION BOND: The vendor shall submit an equipment protection bond in the amount of \$10,000.00 which binds the surety to pay to the City of Fort Wayne, Indiana, any costs incurred should the vendor's material cause any damage to the department's specialized road striping machine. The vendor shall attach the completed and executed protection bond to his bid. Failure to submit the bond with the bid shall cause the bid to be declared irregular, and it will not be recognized.

PACKAGING: The containers for the pigmented binder shall be clearly labeled so that they can be easily distinguished from other binders.

CONTAINERS FOR PIGMENTED BINDER: The pigmented binder shall be supplied in removable-Lid, thirty gallon (30 gallon) containers, which conform to I.C.C. Specification 17-H. The thirty gallon container shall be shipped with 418-422 pounds of pigmented binder. The containers as received shall have enough free space to allow the emersion of pumping equipment without causing the pigmented binder to spill over the edge. The drum covers shall be such that they can be easily resealed after partial use of its contents.

SOLVENTS:

The proposal submitted shall indicate the name and number of appropriate solvents or cleaners for the pigmented binder, indicating the sources and approximate costs thereof.

SERVICE TECHNICIAN:

As proper application is deemed essential to the success of this process, the manufacturer shall provide at least one experienced technician, with experience to instruct in the application of this type of material only and this experience shall exclude and not include experience on standard traffic paints in general usage. The technician shall be thoroughly familiar with the specialized application equipment and the materials, and shall have had a minimum of five years' successful experience in the placing of reflective markings and the use of reflective marking equipment.

Specifications Cont'dOPTIONAL RENEWAL:

By mutual agreement between the City and the Contractor, the Contract period may be extended for an additional period not to exceed (1) One year. However, the agreement to extend must be completed in writing not less than (15) fifteen days prior to January 1st, 1977. The contract may be extended only at the same price and under the same conditions governing the original contract. Estimated requirements for the optional renewal period herein are estimated to approximate the estimated quantities set forth in the initial contract period; however, as provided above, the estimated amount shall in no way govern the amount required during an optional renewal period.

REFLECTIVE AND NON-REFLECTIVE PAVEMENT MARKING MATERIAL:

For furnishing during the period of the contract and at the prices indicated, the requirements of the commodities listed herein which may be required by the Traffic Engineering Department of the City and/or the County of Allen from time to time. It is understood that the quantities are approximate only and in no way shall govern the amount required during the period of the contract.

DELIVERY AND CONTRACT PERIOD:

The commodity shall be delivered to the City as needed and ordered beginning on the date of the contract award and ending December 31, 1976. Each release for delivery shall be evidenced by a regular purchase order issued by or on behalf of the using department. Delivery of all items stated upon the purchase order shall be guaranteed to be completed within thirty (30) days after date of purchase order.

PRICING-INVOICING:

The bidders' prices shall include all delivery charges and be submitted in the bidders proposal section included herein. Invoices must be submitted to the using department together with the City's standard claim form for that department.

Specifications Cont'd

BIDDERS PROPOSAL SECTION
REFLECTIVE AND NON-REFLECTIVE PAVEMENT MARKING MATERIAL

<u>ESTIMATED QUANTITY</u>	<u>COLOR</u>	<u>TYPE OF MATERIAL</u>	<u>PRICE PER GAL.F.O.B. FT.WAYNE</u>	<u>TOTAL</u>
250 GALLONS (5 GAL PAILS)	WHITE	REFLECTIVE PREMIX	@2.64	\$ 660.00
300 GALLONS (5 GAL. PAILS)	YELLOW	NON-REFLECTIVE	@2.64	792.00
<hr/>				
* 9,520 GALLONS (30 GAL DRUMS) (28 GALLONS PER DRUM)	WHITE	HIGH VISCOSITY NON-TRACKING FAST DRYING PAVEMENT MARKING MATERIAL	@2.77	\$26,370.40
** 5,656 GALLONS (30 GAL DRUMS) (28 GALLONS PER DRUM)	YELLOW	HIGH VISCOSITY NON TRACKING FAST DRYING PAVEMENT MARKING MATERIAL	@2.88	\$16,289.28

≈ 6,440 GALLONS OF THIS ITEM IS INCLUDED FOR COUNTY PURCHASE AND USE

≈ 2,856 GALLONS OF THIS ITEM IS INCLUDED FOR COUNTY PURCHASE AND USE.

CERTIFICATE OF COMPLIANCE
FOR
REFLECTORIZED PAVEMENT MARKING PAINTS
(to be attached with all papers on bid quotes)

TO: Office of City Traffic Engineer
Room 740, City-County Building
Fort Wayne, Indiana, 46802

Having Authority to act for the Prismo Universal Corporation
(Company Name)

_____, of 4 Research Place, Rockville, Maryland
(Address)

_____, I do hereby certify that the
ReflectORIZED Pavement Marking Paints submitted under this contract
by the aforementioned company do conform and meet the specifications
as set forth for this contract.

I further certify that said paints are manufactured by _____
Prismo Universal Corporation; and have been tested by a bonafide
Testing Laboratory, and so meet the standards set forth in the
specifications.

(Signature)



Name Thomas D. Miller

Title Assistant Secretary

For the Prismo Universal Corporation

of 4 Research Place, Rockville, Md

NON-COLLUSION AFFIDAVIT

STATE OF ~~INDIANA~~ ^{MARYLAND} }
MONTGOMERY _____ COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding; and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Thomas D. Miller

Thomas D. Miller, Assistant Secretary

Bidder or Agent

For Prismo Universal Corporation
Firm or Corporation

Subscribed and sworn to before me this 26th day of January, 1976

My Commission Expires

July 1, 1978

Jackew L. Harding

REQUEST FOR PUBLICATION

News	
Sentinel	x
Journal	
Gazette	x
Other	

DATE January 15, 1976

Kindly publish the following
advertisement on the dates as
shown and issue invoice to *

* Department Traffic Engineering Department
Room 470 - City County Building
Address One Main Street - Fort Wayne, Indiana

Department of Purchases
City of Fort Wayne

By *A.T. Demetroff*

BIDS WANTED - REFERENCE NO. 695

Sealed Proposals will be received by the City of Fort Wayne at the
Office of Department of Purchases, Number One Main Street, Room
470, Fort Wayne, Indiana, until Thursday - January 29, 1976 - 10:00 A.M.
for the following items:

Pavement Marking Material

Each Bidder must submit a current 1976 written Affirmative Action Program with
his or her bid - or have on file with our E.E.O. Office for the current year.

Bid Forms, specifications, etc., may be obtained upon application at
the office and address given above.

A Bid Bond or Certified Check in the amount of \$ 5%
must be submitted with the bid.

Department of Purchases
City of Fort Wayne
By A.T. Demetroff
Director of Purchases

INSERT 1st RUN

REPEAT 2nd RUN

Type of Advertising Required

1-20-76

1-27-76

LEGAL NOTICE

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of THREE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS Dollars,

to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

Certified ☐

Cashiers ☐ Check No. in the sum of Dollars

on Bank

of is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond. Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

PRISM UNIVERSAL CORPORATION

Name of Bidder—Print or Type

By Signature of Person Authorized to Sign

Title Charles E. Cleaver, Asst. Secretary

4 Research Place,

Street Name and Number

Rockville, Maryland 20850

City, State and Zip Code

Date January 22, 1976

Witnessed by:

SURETY

Hartford Accident and Indemnity Company

Name of Company—Print or Type

Incorporated in the State of: CONNECTICUT

Address HARTFORD PLAZA, HARTFORD, CONN.

By Signature of Person Authorized to Sign

Alfred J. McKenzie

Attorney-in-Fact

1/22/76

POWER OF ATTORNEY

Know all men by these Presents, That the HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, does hereby make, constitute and appoint

ALFRED J. MC KENZIE, of ROCKVILLE, MARYLAND,

its true and lawful Attorney(s)-in-fact, with full power and authority to each of said Attorney(s)-in-fact, in their separate capacity if more than one is named above, to sign, execute and acknowledge any and all bonds and undertakings and other writings obligatory in the nature thereof on behalf of the company in its business of guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; guaranteeing the performance of insurance contracts where surety bonds are accepted by states and municipalities, and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed.

in penalties not exceeding the sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) each,

and to bind the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the HARTFORD ACCIDENT AND INDEMNITY COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This power of attorney is granted under and by authority of the following By-Law adopted by the Stockholders of the HARTFORD ACCIDENT AND INDEMNITY COMPANY at a meeting duly called and held on the 10th day of February, 1943.

ARTICLE IV

SECTION 8. The President or any Vice-President, acting with any Secretary or Assistant Secretary, shall have power and authority to appoint, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-fact and at any time to remove any such Resident Vice-President, Resident Assistant Secretary, or Attorney-in-fact, and revoke the power and authority given to him.

SECTION 11. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company thereto any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested by one other of such Officers.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Directors of the HARTFORD ACCIDENT AND INDEMNITY COMPANY at a meeting duly called and held on the 13th day of March, 1956.

RESOLVED, that, whereas the President or any Vice-President, acting with any Secretary or Assistant Secretary, has the power and authority to appoint by a power of attorney, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more Resident Vice-Presidents, Assistant Secretaries and Attorneys-in-fact;

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

In Witness Whereof, the HARTFORD ACCIDENT AND INDEMNITY COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, duly attested by its Secretary, this 17th day of January, 1968.

Attest:

HARTFORD ACCIDENT AND INDEMNITY COMPANY

Robert H. Egan
Secretary



John F. Beardsley
Vice President

STATE OF CONNECTICUT, }
COUNTY OF HARTFORD, } ss.

On this 17th day of January, A. D. 1968, before me personally came John F. Beardsley, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice-President of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF CONNECTICUT, }
COUNTY OF HARTFORD, } ss.



CERTIFICATE

Robert G. Johnson
Notary Public
My commission expires March 31, 1977

I, the undersigned, Assistant Secretary of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore, that Article IV, Sections 8 and 11, of the By-Laws of the Company, and the Resolution of the Board of Directors, set forth in the Power of Attorney, is now in force.

Signed and sealed at the City of Hartford. Dated the 22nd day of January 19 76



Alfred J. McKenzie
Assistant Secretary

DIGEST SHEET

TITLE OF ORDINANCE Contract Approval: Pavement Marking Material *S-76-03-04*
Prismo Universal Corporation \$1,452.00
William Armstrong Smith Company - \$16,368.80
DEPARTMENT REQUESTING ORDINANCE Traffic Engineering Department

SYNOPSIS OF ORDINANCE Purchase of Traffic Paint to be used for the 1976

City street painting program. The paint, when applied to the street surface will
provide center-lines, lane-lines, edge-lines and lane arrows on all major City
streets with high volumes of vehicular traffic.

EFFECT OF PASSAGE Will conform to Federal requirements regarding "Uniform Traffic Control Devices". Will provide adequate day and night time guide-paths for vehicular traffic. The paint lines serve as a very effective means of conveying certain regulations and warnings that could not otherwise be made clearly understandable to the motorist.

EFFECT OF NON-PASSAGE Without Uniform pavement-markings the motorists would
become confused and would be exposed to unnecessary congestion and danger resulting in
possible injury or death.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) White High Viscosity @ \$2.76
per gallon, Yellow High Viscosity @ \$2.81 per gallon, White Non-Reflective @ \$2.64 per
gallon, Yellow Non-Reflective @ \$2.64 per gallon.

Total cost - \$17,820.80

ASSIGNED TO COMMITTEE (J.N.) Finner J.H.